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IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

10 Bankry	Court * set
ENTERED 07/24/2019	

In re:)	Chapter 11
IGNITE RESTAURANT GROUP, INC., et al.,1)	Case No. 17-33550 (DRJ)
Debtors.)	(Jointly Administered)

ORDER SUSTAINING FIFTEENTH OMNIBUS OBJECTION TO CLAIMS PURSUANT TO SECTIONS 502(b) AND 502(c) OF THE BANKRUPTCY CODE AND RULE 3007 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE SEEKING TO DISALLOW AND EXPUNGE CERTAIN CLAIMS

(Docket No. 1675)
(UNLIQUIDATED CLAIMS AND GUARANTY CLAIMS)

Upon the objection (the "<u>Objection</u>")² of Drivetrain, LLC, in its capacity as Trustee (the "<u>GUC Trustee</u>") of the Ignite Restaurant Group GUC Trust (the "<u>GUC Trust</u>") seeking entry of an order (this "<u>Order</u>") disallowing and expunging the Unliquidated Claims identified on <u>Schedule 1</u> and Guaranty Claims identified on <u>Schedule 2</u> attached hereto, it is HEREBY ORDERED THAT:

- 1. The Objection is sustained as set forth herein.
- 2. Pursuant to section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007, each Unliquidated Claim identified on **Schedule 1** to this Order is disallowed and expunged in its entirety, except as otherwise indicated.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number (if any), are: Ignite Restaurant Group, Inc. (1359); Ignite Restaurant Group – RSC LLC (1791); Joe's Crab Shack, LLC (4189); Joe's Crab Shack – Redondo Beach, Inc. (5107); BHTT Entertainment, LLC (9818); Ignite Restaurants – New Jersey, LLC (5907); Joe's Crab Shack – Maryland, LLC (5297); Joe's Crab Shack – Anne Arundel MD, LLC (9318); Brick House Development, LLC (2944); JCS Monmouth Mall – NJ, LLC (3509); JCS Development LLC (4235). The Debtors' service address is: 10555 Richmond Avenue, Houston, Texas 77042.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Objection.

- 3. Pursuant to section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007, each Guaranty Claim identified on **Schedule 2** to this Order is disallowed and expunged in its entirety.
- 4. The Debtors' Claims Agent is authorized and directed to update the claims register maintained in these chapter 11 cases to reflect the relief granted in this Order.
- 5. Each claim and the objections by the GUC Trustee to each claim identified in **Schedule 1 and Schedule 2** constitute a separate contested matter as contemplated by Bankruptcy Rule 9014. This Order will be deemed a separate order with respect to each Unliquidated Claim.
- 6. Except as provided herein, nothing in this Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity or such Debtor entity's estate; (b) a waiver of any party's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Objection or any order granting the relief requested by this Objection; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of the GUC Trustee's rights under the Bankruptcy Code or any other applicable law.
- 7. The terms and conditions of this Order will be immediately effective and enforceable upon its entry.
- 8. The GUC Trustee, the Claims Agent, and the Clerk of the Court are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Objection.

9. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order.

Signed: July 24, 2019.

SCHEDULE 1

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Ignite Restaurant Group, Inc., et al., Case No. 17-33550 (Jointly Administered) (Bank. S.D. Tex.) GUC Trust 15th Omnibus Objection to Claims Schedule 1 – Unliquidated Claims

Seq. No.	Claimant Name:	Date Filed:	Case Number:	Claimed Debtor:	Claim No.	Claim Amount:	Grounds for Objection:
1	Landry's Inc. c/o Haynes and Boone LLP Attn: Patrick L. Hughes 1221 McKinney St., Suite 2100 Houston, TX 77010	9/1/17	17-33551	Ignite Restaurant Group – RSC LLC	1024	Unsecured: Unliquidated	Claim filed without an amount as contingent and unliquidated for potential indemnification obligations arising from a 2006 Stock Purchase Agreement. GUC Trust is not aware of any liability of the estates for the claim.
2	Landry's Inc. c/o Haynes and Boone LLP Attn: Patrick L. Hughes 1221 McKinney St., Suite 2100 Houston, TX 77010	9/1/17	17-33552	Joe's Crab Shack, LLC	1025	Unsecured: Unliquidated	Claim filed without an amount as contingent and unliquidated for potential indemnification obligations arising from a 2006 Stock Purchase Agreement. GUC Trust is not aware of any liability of the estates for the claim.
3	Landry's Inc. c/o Haynes and Boone LLP Attn: Patrick L. Hughes 1221 McKinney St., Suite 2100 Houston, TX 77010	9/1/17	17-33553	Joe's Crab Shack - Maryland, LLC	1026	Unsecured: Unliquidated	Claim filed without an amount as contingent and unliquidated for potential indemnification obligations arising from a 2006 Stock Purchase Agreement. GUC Trust is not aware of any liability of the estates for the claim.
4	Landry's Inc. c/o Haynes and Boone LLP Attn: Patrick L. Hughes 1221 McKinney St., Suite 2100 Houston, TX 77010	9/1/17	17-33554	JCS Monmouth Mall - NJ, LLC	1027	Unsecured: Unliquidated	Claim filed without an amount as contingent and unliquidated for potential indemnification obligations arising from a 2006 Stock Purchase Agreement. GUC Trust is not aware of any liability of the estates for the claim.
5	Landry's Inc. c/o Haynes and Boone LLP Attn: Patrick L. Hughes 1221 McKinney St., Suite 2100 Houston, TX 77010	9/1/17	17-33555	JCS Development, LLC	1028	Unsecured: Unliquidated	Claim filed without an amount as contingent and unliquidated for potential indemnification obligations arising from a 2006 Stock Purchase Agreement. GUC Trust is not aware of any liability of the estates for the claim.

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Ignite Restaurant Group, Inc., et al. GUC Trust 15th Omnibus Objection to Claims Schedule 1 – Unliquidated Claims

Seq. No.	Claimant Name:	Date Filed:	Case Number:	Claimed Debtor:	Claim No.	Claim Amount:	Grounds for Objection:
6	Landry's Inc. c/o Haynes and Boone LLP Attn: Patrick L. Hughes 1221 McKinney St., Suite 2100 Houston, TX 77010	9/1/17	17-33556	Joe's Crab Shack - Redondo Beach, Inc.	1029	Unsecured: Unliquidated	Claim filed without an amount as contingent and unliquidated for potential indemnification obligations arising from a 2006 Stock Purchase Agreement. GUC Trust is not aware of any liability of the estates for the claim.
7	Landry's Inc. c/o Haynes and Boone LLP Attn: Patrick L. Hughes 1221 McKinney St., Suite 2100 Houston, TX 77010	9/1/17	17-33550	Ignite Restaurant Group, Inc.	1017	Unsecured: Unliquidated	Claim filed without an amount as contingent and unliquidated for potential indemnification obligations arising from a 2006 Stock Purchase Agreement. GUC Trust is not aware of any liability of the estates for the claim.
8	Landry's Inc. c/o Haynes and Boone LLP Attn: Patrick L. Hughes 1221 McKinney St., Suite 2100 Houston, TX 77010	9/1/17	17-33557	Joe's Crab Shack - Anne Arundel MD, LLC	1030	Unsecured: Unliquidated	Claim filed without an amount as contingent and unliquidated for potential indemnification obligations arising from a 2006 Stock Purchase Agreement. GUC Trust is not aware of any liability of the estates for the claim.
9	Landry's Inc. c/o Haynes and Boone LLP Attn: Patrick L. Hughes 1221 McKinney St., Suite 2100 Houston, TX 77010	9/1/17	17-33558	BHTT Entertainment, LLC	1031	Unsecured: Unliquidated	Claim filed without an amount as contingent and unliquidated for potential indemnification obligations arising from a 2006 Stock Purchase Agreement. GUC Trust is not aware of any liability of the estates for the claim.
10	Landry's Inc. c/o Haynes and Boone LLP Attn: Patrick L. Hughes 1221 McKinney St., Suite 2100 Houston, TX 77010	9/1/17	17-33559	Brick House Development, LLC	1032	Unsecured: Unliquidated	Claim filed without an amount as contingent and unliquidated for potential indemnification obligations arising from a 2006 Stock Purchase Agreement. GUC Trust is not aware of any liability of the estates for the claim.

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Ignite Restaurant Group, Inc., et al. GUC Trust 15th Omnibus Objection to Claims Schedule 1 – Unliquidated Claims

Seq. No.	Claimant Name:	Date Filed:	Case Number:	Claimed Debtor:	Claim No.	Claim Amount:	Grounds for Objection:
11	Landry's Inc. c/o Haynes and Boone LLP Attn: Patrick L. Hughes 1221 McKinney St., Suite 2100 Houston, TX 77010	9/1/17	17-33561	Ignite Restaurants - New Jersey, LLC	1033	Unsecured: Unliquidated	Claim filed without an amount as contingent and unliquidated for potential indemnification obligations arising from a 2006 Stock Purchase Agreement. GUC Trust is not aware of any liability of the estates for the claim.
12	Jahmira Butler c/o Timothy Hough Jaffe & Hough Two Penn Center 1500 JFK Boulevard, Suite 1907 Philadelphia, PA 19102	9/1/17	17-33552	Joe's Crab Shack, LLC	1009	Unsecured: \$50,000 but includes unliquidated component	Claim filed for \$50,000 as personal injury claim but unliquidated. GUC Trust is not aware of any liability of the estates for the claim.
14	Lisa Love c/o Jeffrey M. Groce Robert R. Castro Law Firm 2670 Crain Hwy, Suite 411 Waldorf, MD 20601	8/11/17	17-33552	Joe's Crab Shack, LLC	342	Unsecured: \$75,000 but includes unliquidated component	Claim filed for "In excess of \$75,000" as personal injury claim but unliquidated. GUC Trust is not aware of any liability of the estates for the claim.
15	Vanessa Sims 1200 Harger Road, Suite 500 Oak Brook, IL 60523	8/30/17	17-33550	Ignite Restaurant Group, Inc.	620	Unsecured: \$30,000	By agreement of the claimant and the GUC Trust, claim number 620 is fixed and allowed as a general unsecured, non-priority claim in the total amount of \$30,000.

SCHEDULE 2

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Ignite Restaurant Group, Inc., et al. GUC Trust 15th Omnibus Objection to Claims Schedule 2 – Guaranty Claims

Seq. No.	Claimant Name:	Date Filed:	Case Number:	Claimed Debtor:	Claim No.	Claim Amount:	Grounds for Objection:
1	EklecCo Newco, LLC Menter, Rudin & Trivelpiece, P.C. Attn: Kevin M. Newman 308 Maltbie Street, Suite 200 Syracuse, NY 13204-1439	8/30/17	17-33550	Ignite Restaurant Group, Inc.	632	\$551,404.62 Unsecured	Basis for claim is guarantee by Debtor Ignite Restaurant Group, Inc. Pursuant to the substantive consolidation provisions of section 7.01 of the confirmed Plan, "all guarantees of the Debtors of the obligations of any Debtor and any joint and several liability of any of the Debtors shall be eliminated" Claim should therefore be disallowed.
2	Five Oaks Development Group, L.P. c/o Tyler Huskey Gentry, Tipton & McLemore, P.C. 2540 San Pike Blvd., Suite 2 Pigeon Forge, TN 37863	8/25/17	17-33550	Ignite Restaurant Group, Inc.	431	\$61,443.14 Unsecured	Basis for claim is guarantee by Debtor Ignite Restaurant Group, Inc. Pursuant to the substantive consolidation provisions of section 7.01 of the confirmed Plan, "all guarantees of the Debtors of the obligations of any Debtor and any joint and several liability of any of the Debtors shall be eliminated" Claim should therefore be disallowed.
3	Clifton Lifestyle Center, LLC c/o Porzio, Bromberg & Newman, P.C. Attn: Kelly D. Curtin, Esq. 100 Southgate Pkwy Morristown, NJ 07962	8/31/17	17-33550	Ignite Restaurant Group, Inc.	929	\$80,373.42 Unsecured	Basis for claim is guarantee by Debtor Ignite Restaurant Group, Inc. Pursuant to the substantive consolidation provisions of section 7.01 of the confirmed Plan, "all guarantees of the Debtors of the obligations of any Debtor and any joint and several liability of any of the Debtors shall be eliminated" Claim should therefore be disallowed.
4	Bevibo, LLC c/o Julia Y. Kirkpatrick Burns, Day & Presnell, P.A. 2626 Glenwood Ave., Suite 560 Raleigh, NC 27608	8/31/17	17-33550	Ignite Restaurant Group, Inc.	969	\$3,379,366.23 Unsecured	Basis for claim is guarantee by Debtor Ignite Restaurant Group, Inc. Pursuant to the substantive consolidation provisions of section 7.01 of the confirmed Plan, "all guarantees of the Debtors of the obligations of any Debtor and any joint and several liability of any of the Debtors shall be eliminated" Claim should therefore be disallowed.

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Ignite Restaurant Group, Inc., et al. GUC Trust 15th Omnibus Objection to Claims Schedule 2 – Guaranty Claims

Seq.	Claimant Name:	Date Filed:	Case Number:	Claimed Debtor:	Claim No.	Claim Amount:	Grounds for Objection:
1,00		1 Heat	1 (diliber)				
5	301-303 Wet 125 LLC	8/24/17	17-33550	Ignite Restaurant Group,	480	\$3,679,085.42	Basis for claim is guarantee by Debtor
	c/o Edward M. Fox			Inc.		Unsecured	Ignite Restaurant Group, Inc. Pursuant to
	Seyfarth Shaw						the substantive consolidation provisions of
	620 8th Avenue, 32nd Floor						section 7.01 of the confirmed Plan, "all
	New York, NY 10018						guarantees of the Debtors of the obligations
							of any Debtor and any joint and several
							liability of any of the Debtors shall be
							eliminated" Claim should therefore be
							disallowed.